

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W31G1Y71181001		PAGE 1 OF 82	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911KF-07-Q-0143	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HEATHER P.ROBINSON		b. TELEPHONE NUMBER (No Collect Calls) 256 235-7530		6. SOLICITATION ISSUE DATE 19-Jul-2007	
9. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4199 TEL: FAX: 2562403077 EXT. 2222		CODE W911KF		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 333512 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ANNISTON ARMY DEPOT DIR. OF PRODUCTION ENGR. 7 FRANKFORD AVENUE ANNISTON AL 36201 TEL: FAX:		CODE W31G1Y		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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PREVIOUS EDITION IS NOT USABLE

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Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 82		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

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Section SF 30 - BLOCK 14 CONTINUATION PAGE

SPECIAL PROVISIONS**SPECIAL NOTE: THIS IS A SOLE SOURCE PROCUREMENT UNDER 10 U.S.C. 2304(c)(s) AND PURSUANT TO SECTION 8(A) OF THE SMALL BUSINESS ACT, FOR CARMIN INDUSTRIES, INC.**

SPECIAL PROVISION 1: PLEASE READ THE STATEMENT OF WORK CAREFULLY TO BE SURE ALL MATERIALS AND DOCUMENTATION ARE SUBMITTED TO THE CONTRACT SPECIALIST AS REQUIRED.

SPECIAL PROVISION 2: COMPLETION TIME INCLUDES DELIVERY, INSTALLATION, SUCCESSFUL TESTING, TRAINING AND CLEAN-UP.

SPECIAL PROVISION 3: **OFFER MUST BE SUBMITTED ELECTRONICALLY, REFERENCE CLAUSE 52.000-4706 ELECTRONIC SUBMISSION OF OFFERS.**

SPECIAL PROVISION 4: PLEASE READ LOCAL CLAUSE 52.237-4710 SITE INSPECTION ARRANGEMENTS CAREFULLY AND HAVE ALL PAPERWORK PROPERLY TURNED IN BY THE DATES GIVEN.

SPECIAL PROVISION 5: PLEASE SUBMIT TECHNICAL LITERATURE REQUESTED IN FAR 52.214-4803.

SPECIAL PROVISION 6: PLEASE SUBMIT PAST PERFORMANCE IN ACCORDANCE WITH LOCAL CLAUSE 52.0000-4708.

SPECIAL PROVISION 7: THE FOLLOWING DOCUMENTS ARE INCORPORATED AS PART OF THIS SOLICITATION: (1) EVIDENCE OF AUTHORITY TO SIGN OFFERS; (2) CONTRACTOR REQUEST FOR WAIVER FOR NON-EPA COMPREHENSIVE GUIDELINE ITEMS; (3) EPA GUIDELINE ITEMS; (4) CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM; (5) CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423; (6) DATA ITEM DESCRIPTION, DD FORM 1664.

SPECIAL PROVISION 8: CONTRACTOR MUST ACCEPT GOVERNMENT SMART PAY VISA CREDIT CARD OR PROVIDE THEIR ELECTRONIC FUNDS TRANSFER ADDRESS. CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PROGRAM BEFORE AN AWARD WILL BE ISSUED. COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH ANY OFFER.

ACCEPT VISA? YES_____ NO_____

IF NO, EFT ADDRESS: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

DUN & BRADSTREET NUMBER (DUNS): _____

CAGE CODE: _____

CENTRAL CONTRACTOR REGISTRATION: YES_____ NO_____ EXPIRATION DATE: _____

VENDOR CONTACT INFORMATION:

POC: _____
TELEPHONE: _____
FAX: _____
EMAIL: _____

SPECIAL PROVISION 9: THE CONTRACTOR SHALL COMPLY WITH RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AFFIRMATIVE PROCUREMENT (OR 'BUYING RECYCLED') REQUIREMENTS BY GIVING PREFERENCE IN THEIR PURCHASING PROCESS TO PRODUCTS AND PRACTICES THAT PROMOTE RECYCLING AND OTHER ENVIRONMENTALLY FRIENDLY PRACTICES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR INSURING THAT ALL SUB-CONTRACTORS COMPLY WITH AFFIRMATIVE PROCUREMENT (AP) REQUIREMENTS. EXCEPT AS SPECIFICALLY WAIVED IN WRITING, FOR REASONS OF PRICE, PERFORMANCE OR AVAILABILITY, ANY PRODUCTS IN THE ATTACHED EPA GUIDELINE ITEMS LIST PROVIDED BY THE CONTRACTOR AS PART OF THE PERFORMANCE OF THIS CONTRACT MUST MEET THE MINIMUM PERCENTAGE LEVELS OF RECOVERED MATERIALS AS SPECIFIED TO THESE STANDARD CONTRACT TERMS AND CONDITIONS. PLEASE REFER TO THE ATTACHED EPA LIST OF DESIGNATED RECOVERED MATERIALS CONTENT PRODUCTS (ATTACHED). ON COMPLETION OF WORK, CONTRACTOR SHALL SUBMIT TO THE COR OR CONTRACT SPECIALIST A COMPLETED "AFFIRMATIVE PROCUREMENT REPORTING FORM" (ATTACHED) FOR ACTIONS TAKEN UNDER THAT SPECIFIC ORDER.

THE CONTRACTOR SHALL SUBMIT THE ATTACHED "CONTRACTOR REQUEST FOR WAIVER FOR NON-EPA COMPREHENSIVE GUIDELINE ITEMS" (ATTACHED) AS WRITTEN DOCUMENTATION TO SUPPORT THE DECISION NOT TO ACQUIRE ITEMS MEETING THE MINIMUM CONTENT LEVELS, BASED ON ONE OF THE THREE JUSTIFICATIONS BELOW:

- A. THE PRODUCT IS NOT AVAILABLE FROM A SUFFICIENT NUMBER OF SOURCES TO MAINTAIN A SUFFICIENT LEVEL OF COMPETITION (I. E., AVAILABLE FROM TWO OR MORE SOURCES) OR IS NOT AVAILABLE AT A REASONABLE PRICE.
- B. THE PRODUCT IS NOT AVAILABLE WITHIN A REASONABLE PERIOD OF TIME.
- C. THE PRODUCT DOES NOT MEET THE PERFORMANCE STANDARDS IN APPLICABLE SPECIFICATIONS OR FAILS TO MEET REASONABLE PERFORMANCE STANDARDS OF THE AGENCY.

[SEE FAR CLAUSES 52.223-4 AND 52.223-9 FOR FURTHER GUIDANCE.](#)

SPECIAL PROVISION 10: CCR REGISTRATION. PLEASE REVIEW THE ACCURACY OF YOUR CENTRAL CONTRACTOR REGISTRATION (CCR) INFORMATION. THE DEPARTMENT OF DEFENSE BEGAN USING A NEW REPORTING SYSTEM IN FISCAL YEAR 2005. THE SYSTEM WILL AUTOMATICALLY PULL INFORMATION FROM THE CCR. IT IS IMPERATIVE THAT THE INFORMATION FOR YOUR COMPANY IS CORRECTLY RECORDED. AWARDED OF A CONTRACT TO A PARTICULAR COMPANY COULD BE IMPACTED BY THE INFORMATION FOUND AT THE CCR.

Safety Practices and Guidelines. The Contractor shall conform to all federal OSHA standards applicable to the work performed and all safety practices and guidelines contained within this Statement of Work. Contractor shall strictly adhere to the contract clause entitled "Accident Prevention", Army Material Command (AMC) Regulation (R) 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation (DOT) Regulations (49 CFR), and all local policies.

If a contractor employee is observed performing an activity in a manner inconsistent with any of the above cited regulations or is engaged in any activity that is dangerous to life, limb, or government property, the ANAD Safety Representative shall have the authority to notify the employee and/or the contractor's on-site supervisor of the hazardous activity and require correction of the hazardous activity. This authority does not preclude the Safety Representative from notifying the Contracting Officer's Representative of the hazardous condition or safety violation in appropriate situations.

If necessary, the ANAD Safety Representative shall have the authority on behalf of the Contracting Officer to require the contractor and/or its employee to stop the hazardous activity until corrective action is taken to eliminate

a hazardous condition or safety violation. Said action shall not be considered to be the basis of a claim and shall be at no cost to the Government.

Contractor will notify ANAD Safety Office immediately of Reports of Inspections and/or Notices of Violation or other enforcement actions (including warning letters) received from by local, State, and Federal Regulators in which the violation is attributed to the action of the contractor or its subcontractors while working or providing services on ANAD's installation. Contractor will provide ANAD with a copy of the Inspection Report, Notice of Violation or other enforcement action, and all supporting documentation.

STATEMENT OF WORK

SPECIFICATION FOR COMPUTER NUMERICALLY CONTROLLED CNC VERTICAL MACHINING CENTERS 3-AXIS

1. SCOPE

1.1 Scope. This specification provides the requirements for the purchase and installation of 2 each vertical machining centers with automatic tool changer, tooling, and features described herein. These machines shall be installed in Building 145 at Anniston Army Depot for the purpose of high speed machining of small parts.

1.2 Classification The machining centers covered under this specification shall have three computer numerically controlled linear axes, shall be pre-wired for a fourth rotary axis, and shall have as a minimum the following characteristics:

Spindle horsepower	20 (minimum)
Spindle taper	40 V-flange
Spindle RPM	10,000 (minimum)
Minimum "X" Travel	30 inches
Minimum "Y" Travel	18 inches
Minimum "Z" Travel	20 inches
Tool Changer Capacity	20 (minimum)

Detailed sizes and capacities are outlined in table I

2. APPLICABLE DOCUMENTS

2.1 Issues of Documents. The following documents of the issue in effect on the date of invitation for bids or request for proposal form a part of this specification to the extent specified herein.

Comment [FcB1]:

Revision 1

STANDARDS

FEDERAL

FED-STD-H28 - Screw-Thread Standards for Federal Services.
 FED-STD-376 - Conversion Factors and Methods

2.2 Other Publications. The following documents form a part of this specification to extent specified herein. Unless otherwise indicated, the issue in effect on the date of invitation for bids or request for proposals shall apply.

U. S. DEPARTMENT OF LABOR

OSHA 2206 - General Industry, OSHA Safety and Health Standards (29 CFR 1910)

(applications for copies should be addressed to the Superintendent of documents, Government Printing Office, Washington DC, 20402)

AMERICAN NATIONAL STANDARD

RDS INSTITUTE (ANSI)

ANSI B5.1	T-slots, Their Bolts, Nuts, and Tongues. (DOD adopted)
ANSI B5.50	V" Flange Tool Shanks for Machining Centers with Automatic Tool Changers. (DOD adopted)
ANSI B11.8	Drilling, Milling, and Boring Machines, Safety Requirements for the Construction, Care and Use of. (DOD adopted)
ANSI B93.114M	Pneumatic Fluid Power Systems - Standard for Industrial Equipment and Machine Tool Applications.

(Applications for copies should be addressed to the American National Standards Institute, ATTN.: Sales Dept., 1430 Broadway, New York, NY 10018-3363)

AMERICAN GEAR MANUFACTURERS ASSOCIATION

AGMA 390.03a	Gear Classifications, Materials and Measuring Methods for Bevel, Hypoid, Fine Pitch Worm gearing and Racks Only as Unassembled Gears. (DOD adopted)
AGMA 2000-A88	Gear Classifications and Inspection Handbook. Tolerances and Measuring Methods for Unassembled Spur and Helical Gears. (DOD adopted)
AGMA 2001-B88	Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear teeth (DOD adopted)

(Applications for copies should be addressed to the American Gear Manufacturers Association, Standards Department, 1500 King Street, Suite 201, Alexandria, VA 22314-2717)

ELECTRONICS INDUSTRIES ASSOCIATION (EIA)

EIA RS-232	Interface Between Data Terminal Equipment and Data Circuit Terminating Equipment Employing Serial Binary Data Interchange.
EIA RS-267	Axis and Motion Nomenclature for Numerically Controlled Machines (DOD adopted)
EIA RS-274	Interchangeable Variable Block Data Format for Positioning and Contouring/Positioning Numerically Controlled Machines (DOD adopted)
EIA RS-449	General Purpose 37-Position and 9-Position Interface for Data Terminal equipment and Data Circuit Terminating Equipment Employing Serial Binary Data Interchange.

(Application for copies should be addressed to the Electronic Industries Association, 2001 I Street, N.W., Washington DC, 20006-1899)

JOINT INDUSTRIAL COUNCIL (JIC)

JIC-H-1	Hydraulic Standards for Industrial Equipment and General Purpose Machine Tools.
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(Application for copies should be addressed to the Joint Industrial Council, c/o The National Machine Tool Builders Association, 7901 Westpark Drive, McLean, VA 22101-4269)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

NEMA ICS 1	Industrial Controls and Systems. (DOD adopted)
NEMA ICS 3	Industrial Systems (DOD adopted)
NEMA MG 1	Motors and Generators (DOD adopted)
NEMA MG 7	Motion/Position Control Motors and Controls (DOD adopted)

(Application for copies should be addressed to the National Electrical Manufacturers Association, 2101 L Street, N.W. Washington DC, 20037-1580)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 79	Electrical Standard for Industrial Machinery (DOD adopted)
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(Application for copies should be addressed to the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269-9101)

(Non-Government standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents also may be obtained in or through libraries or other informational services.)

2.3 Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 Design. The machine shall be new (not a prototype) and one of the manufacturer's current production models. Its design shall include features and components necessary for maintaining alignment and accomplishing drilling, tapping, milling, and boring performances required herein. The machine shall have a vertical axis spindle assembly housed within a machining head which shall be supported by a column and floor mounting base. The base shall also support a saddle or worktable which shall be arranged to support and secure the work piece for machining operations. The worktable shall have slide motion (travel) as necessary for altering the relationship of the spindle with the work piece in the X and Y axes. Z axis movement shall be accomplished by a machining head sliding vertically along the column ways to and from the worktable. Tools, tool holders and adapters shall be inserted and removed from the spindle by a tool changer with a storage magazine. Spindle operation, tool change, and motion in the X, Y, and Z axes shall be directed by the computer numerical control (CNC) system. Each machine and its numerical control system shall constitute a completely functional system with built-in operations programmed by flexible disk drive and/or other devices. The machine functions shall be controlled manually by operator from the operator console and pendant, semi-automatically by manual data input devices, and automatically from part program data input. All parts of the machine or systems that are subject to wear, breakage, or distortion shall be accessible for adjustment, replacement and repair. The design and construction of the machine shall be in accordance with either the U.S. Customary System of Units (US) or the International System of Units (SI)

3.1.1 Reclaimed materials. The machine may contain reclaimed materials to the maximum extent possible provided such materials will not jeopardize the intended use, performance, or design life of the machine. Reclaimed materials shall have been collected or recovered from solid waste and reprocessed to become a source of raw materials, as opposed to virgin raw materials. None of the above shall be interpreted to mean that the use of used, rebuilt or remanufactured products is allowed under this specification.

3.1.2 Energy efficiency. Each machine and its components that directly consume energy in normal operation shall be designed and constructed for energy efficiency in accordance with the developments available within the industry.

3.1.3 Controls. All electrical, mechanical, hydraulic, and pneumatic operating controls shall be located near the operator's work station(s).

3.1.4 Safety and health requirements. All parts, components, mechanisms, and assemblies furnished on the machine, whether or not specifically required herein, shall conform to all requirements of OSHA 29 CFR 1910 and ANSI B11.8. If a conflict arises between 29 CFR 1910 and ANSI B11.8, 29 CFR 1910 shall apply. Covers, guards, or other safety devices normally furnished as standard on the manufacturer's commercial machining center supplied to the commercial market shall be provided for the point of operation and all other parts of the machine that present safety hazards. All special guarding shall meet OSHA 29 CFR 1910. The safety devices shall not interfere with the operation of the machine. All guards shall allow access to the guarded part(s).

3.1.4.1 Noise Requirements. During normal operation the machine shall comply with OSHA Standard 1910.95 on occupational noise exposure.

3.1.5 Environmental protection. The machining center shall meet all applicable Environmental Protection Agency (EPA) and OSHA restrictions for materials classified as hazardous to the environment in effect on the date of the contract. During the operation of the machine at its final location, it shall comply with all applicable EPA and OSHA regulations in effect on the date of the contract regulating the emission of materials hazardous to the environment.

3.1.6 Lubrication. Means shall be provided to ensure lubrication for all moving parts. Recirculating lubrication systems shall include a cleanable or replaceable filter. Means for determining oil level in each reservoir shall be by an oil level sight gauge, a low oil level warning light or similar device and shall be in clear view of the operator's normal work station. An automatic lubrication system shall be provided for all

ways and axis screws. Each lubricant reservoir shall have at least a 24-hour capacity and means for determining fluid level. All oil holes, grease fittings, and filler caps shall be readily accessible.

3.1.6.1 Lubricants. Any greases, oils, or fluids used to initially charge the lubricant system shall be free of contaminants known to be hazardous to human health.

3.1.7 Interchangeability. All parts of the end item shall be manufactured to definite standards and tolerances that will provide for the interchangeability of respective replacement parts between end items of the same model without modification of the part or the machine. All replacement parts shall be available domestically.

3.2 Construction. The machine shall be constructed of parts which are new, without defects, and free of repairs. The structures shall withstand all forces encountered during operation of the machine to their maximum rating and capacity without permanent distortion or failure.

3.2.1 Castings and forgings. All castings and forgings shall be free of defects, scale, and mismatching. No processes such as welding, peening, plugging, or filling with solder or paste shall be used for reclaiming any defective part. Such processes may be used only for enhancing surface finish and appearance.

3.2.2 Fastening devices. All fasteners shall be installed to prevent change of tightness. Fastening devices subject to removal or adjustment shall not be permanently installed.

3.2.3 Surfaces. All surfaces shall be clean and free of harmful or extraneous materials. All edges shall be either rounded or beveled unless sharpness is required to perform a necessary function. Except as otherwise specified herein, the condition and finish of all surfaces shall be in accordance with the manufacturer's commercial practice.

3.2.4 Welding, brazing, or soldering. Welding, brazing, or soldering shall be employed only where specified in the original design. Any material used for such operations shall be thoroughly removed from the part(s) upon completion of the operations.

3.2.5 Painting. The machine shall be painted machine tool grey in accordance with the manufacturer's commercial practice.

3.2.6 Threads. All threaded parts used on each machine and its related attachments and accessories shall conform to FED-STD-H28 and the applicable "Detailed Standard" section referenced therein.

3.2.7 Drive train gears. All gears of spindle and axis drive trains shall conform to or exceed all provisions of AGMA 390.03a, AGMA 2000-A88 and AGMA 2001-B88. The gears shall be of proper width and size to transmit full-rated torque and horsepower throughout the speed ranges without failure for the expected service life of the machine. Gears in the drive train shall be hardened and ground steel. Working surface hardness shall be not less than Rockwell C-48.

3.3 Components. The machine shall consist of not less than a base. Column, saddle, worktable machining head, spindle assembly, tool changer, coolant system, electrical system, rotary axis wiring and software, and computerized numerical control system.

3.3.1 Base. The base shall possess the mass, strength, rigidity and other load carrying characteristics necessary for supporting the column, saddle and associated components. The base shall be a casting of iron, iron alloy, or composite polymer concrete or a fabricated steel weldment, ribbed and braced to minimize distortion and deflection. The base shall form a foundation for the entire machine and be integrally constructed with the column or be separately constructed with the column machined, securely attached, and in either case, be sufficiently rigid to maintain mutual component alignment for assuring accuracy required herein. The base shall have guideways that are proportioned to fully support the

saddle and/or column and worktable throughout its full range of travel. The base shall have either access doors or removable plates for servicing internal components. Fluid reservoirs shall be either housed within the base or supplied as separate external units.

3.3.2 Column. The column shall be a casting of iron, iron alloy, or composite polymer concrete or a fabricated steel weldment of box-like construction, internally ribbed and braced to withstand without distortion and deflection all dynamic forces imposed by full load machining operations. The column shall be designed to support and accommodate the machining head and have guideways to facilitate vertical movement of the head. Column slides and screws shall be shielded and protected from foreign contamination by either telescoping or curtain type way covers and way wipers. Head movement shall be accomplished by the use of direct current (DC) permanent magnet or an alternating current (AC) servo motor coupled to a precision ground ball screw.

3.3.3 Saddle. The saddle slide shall be a casting of iron, iron alloy, or composite polymer concrete or a fabricated steel weldment, rigidly constructed and precision fitted to the guideways of the base. The saddle shall also have guideways for supporting and traversing the worktable throughout its full range of travel. Guideways of the saddle and all other components of the machine shall be designed with friction characteristics that will permit precise control of the slide movement without sticking or overshooting. The guideways of the machine shall be hardened or surface hardened and ground having a hardness not less than Rockwell C-60. Mating ways shall have means for holding them in alignment to prevent cutting forces from separating slide surfaces or distorting feed screws. Means such as servo-locks shall be provided that automatically secure slide surfaces in place immediately upon completing numerical control directed moves.

3.3.4 Machine ways. Machine ways shall be hardened and ground with a minimum hardness of 60 Rockwell "C". Ways shall be either integral to the machine or replaceable. All ways shall be of the box type, linear type, or similar type construction which provides sufficient surface contact area for high load, precision machining operations. Movement of the slides on the way surfaces shall be through adjustable preloaded, recirculating roller bearing cartridges, hydrostatic, or nonmetallic way liners having a low coefficient of friction, with excellent slip-stick and damping properties. If hydrostatic way movement is employed no hardening of the way surfaces are required. Protection of the machine ways shall be either telescoping or curtain type way covers and way wipers.

3.3.5 Worktable. The worktable shall be a casting of iron, or iron alloy, internally ribbed and proportioned to support and withstand maximum capacity work piece weights and tool thrust loads without distortion or deflection. The worktable shall be precision fitted to the ways of the saddle and be the compound type, arranged to provide work piece travel in X and Y axes. Movement shall be accomplished by means of direct current (DC) or alternating current (AC) motors coupled to precision ground ball screws. The top of the worktable shall be machine finished for a work mounting surface. The worktable shall have a coolant trough or similar means for draining spent coolant into its reservoir. The worktable shall have T-slots sized and configured in accordance with ANSI B5.1. The number of slots shall be in accordance with the manufacturer's standard practice. The t-slot in the center shall be precision ground to allow for aligning a rotary axis and tailstock by means of a key or dowel. The worktable shall allow for the placement of a rotary axis as to not reduce the amount of usable machine travel. The worktable and work area shall be completely enclosed with the manufacturer's standard type of chip shield. The chip shield shall offer adequate access to the operator for job setup and part change. The worktable shall be equipped with a chip removal auger controlled from the operator station.

3.3.6 Spindle Assembly. The spindle shall have positive means for accepting, retaining, and releasing tools and tool holders inserted by the automatic tool changer or operator. The spindle nose taper shall accept 40 "V" flange tool shanks complying with ANSI B5.50. The tool holder shall be held in the spindle by means of a retention knob and automatic drawbar. The spindle shall automatically stop rotation for tool changes, and shall be equipped to automatically orient to a preprogrammed position enabling the automatic tool changer to insert preprogrammed tools from the tool magazine. The spindle shall be capable of both clockwise and counterclockwise directions of rotation for accomplishing the full range of

spindle speeds specified herein and shall be driven by a variable speed electric motor. The spindle shall be capable of synchronized rotation with the rotary axis table to permit helical gear cutting. The machine shall have overload protection which automatically stops the movement of all slides and the rotation of the spindle should it stall from overload. All spindle bearings, gears, shafts, and clutches shall be constantly flooded by temperature controlled lubricating oil or another proven suitable means to stabilize the machine and control spindle growth due to machine operation or changes in ambient temperature when required to attain and ensure the dimensional accuracy stated within this specification. The spindle shall be of alloy steel hardened and ground to a finish not rougher than 32 micro-inches. The spindle shall be supported and held in axial and radial alignment by ball or roller bearings. The spindle shall be mounted in the machining head with its bearings designed and arranged to compensate for thermal expansion.

3.3.7 Machining Head. The machining head shall be a casting of iron or iron alloy or a fabricated steel weldment designed and proportioned to house and support the spindle assembly and spindle rotational drive with motor and related components necessary for accomplishing drilling, tapping, milling and boring. The machining head shall hold the spindle in axial alignment perpendicular to the work mounting surface of the worktable and shall be designed to prevent distortion of the head due to torsional forces of the drives. The Z-axis movement shall be servo-driven and fully controlled by the numerical control system. The machine shall have provisions at the upper and lower limits to prevent excessive overtravel in the Z axis. A machining head with a quill type arrangement shall not be accepted.

3.3.8 Tool Changer. The machine shall have an automatic tool changer with a magazine that is capable of storing not less than the tool capacity required in paragraph 1.2. The magazine shall be of the rotary drum design or of any other closed loop configuration with the capability of presenting a preprogrammed tool to the tool changer for exchange with a tool held in the spindle. Tool change shall be accomplished by means of a power-actuated mechanism which shall interchange the tool in the spindle with a tool selected from the tool magazine or remove the tool from the spindle then insert the tool from the magazine. The magazine shall permit convenient loading and unloading of tools, tool holders, and adapters during operational set up. The tool changer shall be equipped with sufficient overload protection to prevent mechanical damage to tool changer mechanism or harm to operator in the event of malfunction.

3.3.9 Omitted

3.3.10 Omitted

3.3.11 Omitted

3.3.12 Coolant system. The coolant system shall include a sump or reservoir, a power driven pump, and all necessary piping. The sump or reservoir shall have sufficient capacity to permit full flow of coolant. The system shall have means for draining and cleaning and shall include a baffle or a strainer which is easily removable for cleaning. Means shall be provided to permit the operator to direct and control the amount of coolant over the entire work area. Coolant volume shall be adequate to flood the work area during any type of machining operation.

3.3.13 Pneumatic system. The pneumatic system shall conform to the requirements of ANSI B93.114M.

3.3.14 Hydraulic system. The hydraulic system, if equipped, shall conform to or exceed the requirements of JIC H-1. The hydraulic system shall be complete including all pumps, valves, piping, cylinders, and pressure controls. Overpressure protection shall be provided in the high pressure line to prevent damage to components. A filter system shall be provided to ensure delivery of clean fluid. The hydraulic reservoir shall have means for determining fluid level, a provision for draining, and a cleanout access plate if the reservoir is not removable.

3.3.15 Electrical requirements. The machine shall be wired to conform to NFPA 79. The machine shall be wired to draw all of its electrical power from a single circuit. The machine shall be designed to operate on 460-volt, 3-phase, 60-Hertz (Hz) input power.

3.3.15.1 Motors. Motors shall be rated for continuous duty and shall have ball or roller bearings of the sealed and permanently lubricated type. All motors (except axis motors, see 3.3.15.2) shall conform to the requirements of NEMA MG1. Motors shall be AC, 60-Hz, or DC industrial-type motors with drip proof enclosures. Each motor control shall conform to the requirements of NEMA ICS 1 and NEMA ICS 3.

3.3.15.2 Axis motor(s) and motor controls. Axis motors shall be DC or AC, permanent magnet, servo-type motors with ball or roller bearings of the sealed and permanently lubricated type. The motors shall be totally enclosed and non-ventilated (TENV) with provision for mounting a cooling fan and motor. The axis motor controls shall be solid state silicon controlled rectifier (SCR), pulse-width modulated (PWM), or other industry standard type that meets the requirements of table 2. Each motor and control shall conform to the requirements of NEMA MG-7.

3.3.16 Hour meter(s). The equipment shall be fitted with a meter(s) to measure operating time of the Main Drive Motor. The time totaling meter shall be of the non-resetting type and shall have a range of 0 to 100,000 hours in increments of 1 hour and 99999 shall be the maximum readout. The least significant digit on the meter readout shall be 1 hour. Lesser increments are not acceptable. Upon reaching the maximum accumulative hours, the meter readout shall automatically revert to zero and continue to total time. The meter shall be designed to prevent the entrance of dust and moisture and shall be mounted to withstand shock and vibration generated by the equipment. The meter shall be located so as to be readily visible, but not subject to abuse relative to the operating environment of the equipment.

3.3.17 Computer numerical control (CNC). The machining center shall have a fully automatic solid-state soft-wired, integrated circuit, microprocessor-based type computer numerical control. The machine control unit (MCU) shall provide automatic control of machine functions, operating modes, axes movement, spindle operation, tool change, and other part program directed functions for machining centers of the type specified herein. Controlled axes shall be identified in accordance with EIA Standard RS-267. The control features shall include linear and circular interpolation, manual data input (MDI) storage, and be capable of simultaneous control of 3 linear axes and 1 rotary axis, programmable interface, buffer storage, fixed cycles, part program storage, part program and buffer edit capability, and control diagnostics. The MCU shall direct machine functions from command data stored in memory. The data stored in memory shall be input by the media specified herein or MDI from a full ASCII keyboard. The control shall initiate a halt or an error signal should a fault condition occur in the control. All necessary executive program routines shall be furnished in the form of 3-1/2 inch diskettes for controls having volatile memories or erasable programmable read only memory (EPROM) chips. When executive programs are supplied in the form of EPROM, complete documentation sufficient to interpret and duplicate shall be provided or one additional EPROM chip shall be provided by the manufacturer. A line voltage of +/- 10 percent from normal shall not adversely affect the numerical control system function. The control shall be capable of functioning in ambient temperatures ranging from 50 to 120 degrees Fahrenheit (F) and humidity ranging from 5 to 95 percent non-condensing. The control shall automatically shut down when internal operating temperature exceeds safe operating temperature. Control resolution shall be 0.0001 inch or 0.001mm for each linear axis and not more than 0.001 of a degree for the rotary axis. The numerical control system shall be equipped with an EIA standard RS-232-D serial interface externally mounted on the control cabinet. This interface shall provide the user with a means to up-load part program data to or download part program data from a host computer. The numerical control system shall be equipped with the necessary software to perform these functions. The control shall also provide the following:

- a. A 12-inch or larger monochrome or multi-color Cathode Ray Tube (CRT) shall be provided.
- b. Decimal point programming.

- c. Preparatory functions (G-codes) and miscellaneous functions (M-codes) in accordance with EIA Standard RS-274.
- d. Programmable software travel limits.
- e. Direct revolutions per minute (RPM) programming.
- f. Programmable dwell.
- g. Absolute/Incremental input.
- h. Inch/Metric switchable data input.
- i. Program mirroring, scaling, and coordinate rotation.
- j. Plane selection.
- k. Feedrate programming - inches per minute (IPM)/millimeters per minute (MMPM).
- l. Fixed cycles, G80 series.
- m. Dry run mode, to include no motion test with graphics.
- n. Spindle speed override (50 to 120 percent) and axis variable feedrate override (0 to 120 percent).
- o. Peripheral equipment interface(s) complying with EIA Standards RS-232 and RS-449.
- p. Cutter diameter compensation and tool length offsets.
- q. Automatic acceleration/deceleration all axes.
- r. Parametric and macro programming.
- s. Linear axis jog for each axis, continuous and incremental modes.
- t. Leadscrew pitch error compensation.
- u. Reversal error compensation.
- v. Axis error compensation.
- w. Fixture offsets.
- x. Multi-quadrant circular and helical interpolation.
- y. Standby battery power for controls with volatile memories shall be a minimum of 72 hours.
- z. The control shall be capable of storing in memory not less than 512 Kb of part programs. Part program storage shall be either solid-state or hard disk drive units.
- aa. Buffer storage: The buffer shall store transferred command data from the specified input media to internal storage without delaying the next incoming command and

without interrupting the machine functions.

- bb. Graphics software shall be provided which shall allow for on-screen display of tool path for program verification.
- cc. Cycle start/feed hold.
- dd. Program edit, change, add and block delete. The control shall be capable of performing editing functions while simultaneously running another part program.
- ee. Sequence number search forward and reverse.
- ff. Reference zero (all axes home position).
- gg. Plus and minus programming.
- hh. Programmable macros.
- ii. Rigid tapping capabilities.
- jj. Spindle load meter or displayed on CRT, visible from operator position.

3.3.17.1 Diskette input. A diskette reader/writer shall be provided with all the hardware and software necessary to interface between the control and the reader/writer. The reader/writer shall receive and store part program data from the control unit and be capable of loading stored programs to the memory of the control unit. Part program storage shall be on an IBM format 3-1/2-inch diskette. The diskette shall meet the requirements of ANSI/ISO 8860/1, ANSI/ISO 8860/2, and ANSI/ISO 9293. The communication between the reader/writer shall be by means of EIA RS-232 communication ports.

3.3.17.2 Programmable interface. A software program for accommodating the soft-wired interface between the numerical control and machine shall be provided within in the control as nonvolatile memory or as a separate program that is compatible with the input media specified herein by the procuring activity.

3.3.17.3 Maintenance diagnostics system. Maintenance diagnostics software shall be furnished within the control as nonvolatile memory or as a separate program that is compatible with the input media specified herein by the procuring activity. The diagnostic software shall test, exercise, and display failures, at least to board level.

3.3.17.4 Operator control panel. The control unit shall have a control panel which provides at least the following control functions: Emergency Stop; Cycle Start; Optional Stop; Mode Selection; Feed Hold; Variable Feedrate Override; Spindle Speed Override; Jog; Jog Direction; and EOB Stop.

3.3.17.5 Pendant control. A pendant shall be furnished as an operator control panel. The pendant control shall be connected to the machine to enable the operator to control machine functions while in a close observation position. The pendant control shall at a minimum allow the operator to control the jogging of all axes, by means of a manual pulse generator, and an emergency stop.

3.3.17.5 Rotary axis pre-wire. The machine shall be pre-wired for a fourth axis rotary attachment. All harnesses, accessories, and drives shall be furnished to utilize existing Monarch rotary contouring attachment.

3.4 Size and capacity. The size and capacity of the machine shall meet the requirements of paragraph 1.2. Machine size and capacity shall be not less than the stated requirements of the size ordered. When

a range is given, the required performance shall be from the stated minimum or less to the stated maximum or greater.

3.5 Alignment tolerances. The machine shall meet the alignment tolerances specified in Table II.

3.6 Performance. The machine and numerical control system combination shall be capable of performing as specified herein. In addition, the machine shall be capable of performing drilling, tapping, milling and boring to accomplish the capacities of Table I while meeting the accuracies of Table II.

3.7 Standard equipment. All standard equipment normally provided with the manufacturer's commercial machine shall be furnished.

3.8 Accessory equipment. A tooling package consisting of the manufacturer's recommended tooling shall be provided. Any special tools required for service or repair of the machine shall be provided.

3.9 Marking on instruments, control panels, charts, and plates. All characters on instruments, control panels, charts, and plates shall be in the English language. Characters shall be permanently marked in boldface on a contrasting background. All plates shall be corrosion resistant.

3.9.1 Nameplate. Nameplate shall be securely attached to each machine. The nameplate shall contain the information listed below. The model designation shall include the model of the basic standard machine and suffix identified in the manufacturer's permanent records. The captions listed may be shortened or abbreviated, provided the entry for each caption is clear as to its identity.

Nomenclature
 Manufacturer's Name
 Manufacturer's model designation
 Manufacturer's serial number
 Power input (volts, total amps, phase, frequency)
 Contract Number
 Date of manufacture

3.9.2 Hydraulic fluid requirements plate. When equipped a hydraulic fluid requirements plate shall be attached to the machine at the hydraulic reservoir fill point. The plate shall contain the following information.

Type of fluid (SAE or Military or Federal specification number)
 Type of filter

3.9.3 Lubrication chart or plate. A lubrication plate or chart shall be securely attached to the equipment. If a chart is furnished, it shall be placed in a transparent plastic folder or laminated between clear plastic permanently sealed sheets. The following information shall be furnished on the chart or plate:

Points of application
 Service interval
 Type of lubricant
 Viscosity
 Federal or Military Specification Number (if available)

3.10 Workmanship. Workmanship of the machine and accessories shall meet all requirements specified herein and shall be of a quality equal to that prevailing among manufacturers producing equipment of the type covered by this specification.

4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility for inspection. The contractor is responsible for the performance of all inspection requirements (examinations and tests) as specified herein. Except as otherwise specified in the contract or purchase order, the contractor may use his own or any other facilities suitable for the performance of the inspection requirement specified herein. The government reserves the right to perform any inspections set forth in the specification where such inspections are deemed necessary to ensure supplies and services conform to prescribed requirements.

4.1.1 Responsibility for compliance. All items shall meet requirements of sections 3 and 5. The inspections set forth in this specification shall become a part of the contractors overall inspection system or quality process. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility that all products or supplies submitted to the government for acceptance comply with all requirements of the contract. Sampling inspection, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements, however, this does not authorize submissions of known defective material, either indicated or actual, nor does it commit the government to accept defective material.

4.2 Classification of Inspection. The inspection requirements specified herein are classified as follows:

- a. First article inspection (see 4.4)
- b. Quality conformance inspection (see 4.5)
- c. Acceptance test (see 4.6)

4.3 Inspection conditions. All inspections shall be performed in accordance with test conditions specified in 4.8.1

4.4 First article inspection First article inspection is not required.

4.5 Quality conformance inspection. Quality conformance inspection shall be applied to each item prior to being offered for acceptance under the contract. Quality conformance inspection shall consist of the examination in 4.7, the tests in 4.8 and the inspection in 4.9. The machine shall pass the examination, all tests, and the inspection to be accepted.

4.6 Acceptance test. Acceptance test shall be performed on the machine to ensure conformance with this specification. The acceptance test shall be performed only after it is installed at its final location. The acceptance test shall consist of the examination in 4.7 and all tests in 4.8. The machine shall pass the examination and all tests listed in paragraph 4.8 prior to being accepted by the government. The contractor may substitute their standard cutting tests for the tests described in paragraph 4.8.4.1 through 4.8.4.7 as long as the performance accuracies listed in Table II are verified.

4.7 Examination. The machine shall be examined to determine compliance with all requirements of this specification.

4.8 Tests. All tests shall be performed in an indoor facility with ambient conditions of 41° to 104° F and 20 to 95 percent relative humidity.

4.8.1 Test and Evaluation Report. A test and evaluation report shall be prepared by the contractor for those quality assurance provisions set forth under paragraph 4.8.2 through 4.8.4.7. The test and evaluation report shall be a composite of those inspections requirements specified herein. The report shall be prepared in an orderly manner to clearly and accurately set forth the collected data and conclusions resulting from the inspection requirements. Opinions and subjective conclusions shall be clearly identified. The report shall include, but not limited to the following:

- a. List of all tests performed
- b. List of data used for evaluation
- c. Tabulation of all discrepancies related to specification performance requirements
- d. Description of limitations revealed by data utilized
- e. Recommended actions relative to each discrepancy and limitation
- f. Summary conclusions
- g. Recommendations for subsequent action

4.8.2 Operational test. The machine shall be operated under numerical control for a period of 8 hours without load. The numerical control program shall cycle each axis through its entire range, addressing all speeds, feeds, direction of rotation, standard and optional control functions specified in this document. Proper operation of all machine functions, controls, motors, adjusting mechanisms, tool changes and accessories shall be verified during the test period. The numerical control system shall be further tested to verify proper operation of MDI, program edit, graphics and system diagnostics. Should a malfunction occur, it shall be corrected and the operational test repeated until a full 8 hours of running time is completed without further failure.

4.8.3 Alignment tolerance test. The machine shall be tested to determine compliance with the alignment tolerance requirements of Table III.

4.8.4 Performance test. While using either one or more test setups devised by the supplier, the machine shall be tested to verify ability to perform machining operations under numerical control for meeting the accuracy tolerances of Table II. The test piece(s) shall be, at the supplier's option, steel, cast iron, or aluminum and the tool(s), spindle speed and feed rate for each test shall be selected by the supplier as the most suitable for the particular operation being performed. The test piece(s) shall present a work surface normal to the tool point and approximately centered with reference to the work area in the X Y plane. In milling and contouring test(s), successive cuts may be made inside to outlines of a previous cuts and roughing cuts may be made in the various cuts with excess metal removed as desired to make measurements convenient.

4.8.4.1 Tapping test. Eight holes shall be pilot drilled and tapped at programmed locations: four with finished threads to accept 8-32 screws and four with finished threads to accept 3/4-10 screws. Finished threads shall meet class 3 standards for internal threads as set forth in Handbook H28.

4.8.4.2 Boring test. A minimum of ten holes shall be pilot drilled, semi-finished, and finished bored in a selected pattern covering an area not less than 14 inches in diameter. Four of the holes shall be spaced on 14 inch centers. Different tools shall be used for semi-finish and finish boring operations. Each address shall be to the fourth decimal place with digits other than zero. Finished hole size may range from 1.125 to 2.750 inches. The resulting hole location and hole size errors shall not exceed the permissible tolerance of Table II for boring.

4.8.4.3 Straight-line milling test. The straight-line milling test shall be a programmed square or rectangle, not less than 6 inches in length per side with sides parallel to the travel along the X and Y axis. Machine angle shall not be less than 2°. The resulting cuts shall be checked for dimensional accuracy, squareness, parallelism, flatness, angularity, and corner locations to verify the accuracy required in Table II for straight line milling.

4.8.4.4 Circle contouring test. A circle shall be programmed and milled within the outline of the square cut required in 4.8.4.3. The cut shall be made at constant Z axis depth of .0500 inches and by using the MCU resolution. The resulting cut shall be checked for dimensional accuracy, roundness, surface finish, and angularity to verify the accuracy required in Table II for circle contouring.

4.8.4.5 Straight-line contouring test. Either a square or an equilateral triangle shall be programmed and milled within the circle cut and described by 4.8.4.4 at a constant Z depth of 0.500 inches. The reference line for one side of the square or triangle shall be 10 to 20 angular degrees slanted to the Y axis. The

resulting cut shall be checked for dimensional accuracy, squareness, and angularity to verify the accuracy required in Table II for straight-line contouring.

4.8.4.7 Maximum horsepower test. Using a workpiece of SAE 1020 steel, a straight cut of not less than 12 inches in length shall be made with either a face mill or shell end mill. Diameter of the cutter and spindle speed shall be determined by the supplier to be suitable for making the cut with the specified chip load and cutter speeds. The depth of the cut shall be as required to load the spindle motor to its maximum rated horsepower. The cutting action shall be smooth and even and the finished workpiece shall show no evidence of tool chatter. In addition there shall be no evidence of overheating of the spindle drive motor or the applicable feed motor.

5. PACKAGING

5.1 Packaging requirements. The requirements for packaging shall be in accordance to the manufacturer's standard method.

6. ADDITIONAL REQUIREMENTS

6.1 "Turnkey" system. The contractor shall provide a "turnkey" system and be ultimately responsible for shipping, unloading, installation, and the interfacing and operation of all system components. The contractor shall be responsible for furnishing all hardware needed for a complete installation. This hardware includes any component necessary to make the system completely operable, such as air dryers, air/water separators, valves, plumbing hardware, and electrical hardware as required to completely tie system in to ANAD existing facilities.

6.1.1 Delivery and Installation. Delivery and installation of the machine shall be complete within 120 calendar days from date of contract award. The equipment shall be delivered and installed by the contractor. ANAD personnel may assist the contractor during installation. Assistance, if any, will be minimum and serve solely for the purpose of familiarizing ANAD maintenance personnel with the equipment being installed. The contractor shall be responsible for unloading and positioning of the equipment. The contractor shall furnish all materials needed to locate, level, align, fasten, lubricate, and make all equipment ready to operate. The contractor shall be responsible for final installation. The contractor shall be responsible for insuring that the installation is compatible with existing facilities. Unless otherwise approved by the Contracting Officer, all work shall be done during normal depot working hours at the area where the equipment is to be installed. The contractor shall not interfere with ongoing government operations and production unless otherwise authorized by the Contracting Officer. (See Installation Responsibilities Check Sheet)

The general requirements for installation are as follows:

6.1.1.1 Electrical: All electrical work shall comply with American National Standards Institute (ANSI) Publication C2 - National Electric Safety Code and With National Fire Prevention Association (NFPA) Publication No. 70 - National Electrical Code. All materials used in the installation shall conform to applicable National Electrical Manufacturers Association (NEMA) and Underwriters Laboratories (UL) listings. Workmanship shall be in accordance with standard commercial practice. Runs shall be installed perpendicular and parallel to existing facilities and the equipment being installed. The electrical power source at ANAD is subject to noise. If the machine as a whole, or if only a certain component on the machine, requires clean electrical power, a properly sized power conditioning device shall be provided with the machine. If the machine is subject to interference from adjacent machine, the machine shall be designed with the proper shielding to prevent electrical malfunctions. The machine shall draw all of its electrical power from a single 460 volt, 3 phase, 60 hertz input power circuit. The machine shall be equipped with a manual, fused, or breaker type disconnect switch, readily accessible to the operator that will deactivate the entire machine. If a breaker type disconnect is used, provision shall be made for locking the disconnect in the open position. The location of the disconnect shall be located such as to not create a hazard to operating personnel in normal operating positions.

6.1.1.1.1 When equipment is installed near existing power lines, equipment shall be located for proper clearances in accordance with ANSI C2. New equipment shall not be connected to government power without prior approval of the Contracting Officer. No high voltage work will be accomplished without prior approval of the Contracting Officer. All connections to government power and all high voltage work shall be performed in the presence of a qualified electrical government employee.

6.1.1.2 Plumbing: All plumbing work shall comply with National Association of Plumbing-Heating-Cooling Contractors/American Society of Plumbing Engineers (NAPHCC/ASPE) Publication - National Standard Plumbing Code. All materials used in the installation of the equipment shall conform to industry standards and shall be compatible with and shall meet the performance requirements of the equipment being installed. Workmanship shall be in accordance with standard commercial practice. Runs shall be installed perpendicular and parallel with existing facilities and the equipment being installed. Bypasses shall not be installed steam reducing stations. All heating coils shall be trapped independently. Unless otherwise specified, steam and condensate piping shall be insulated with 1-1/2 inch thk. Calcium silicate with aluminum cover for outside lines and 1-1/2 inch thk. Fiberglass with all service jacket for interior lines unless subjected to water or vapor.

6.1.1.3 Foundation. The machining center shall be positioned and secured on ANAD's existing shop floor. The existing shop floor is a minimum thickness of 8" reinforced concrete meeting American Concrete Institute Standard Class A and having a compressive strength of 3,000 PSI.

6.1.1.4 Foundation/Mounting hardware: All foundation/mounting hardware is required; the foundation/mounting hardware shall be furnished and included in the total bid price.

6.1.1.5 Coordination of trades: Coordination of trades installing the equipment shall be the responsibility of the contractor.

6.1.1.6 Instructions for installation: Instructions for installation shall be provided as specified on attached DD Form 1423. The government will use these INSTRUCTIONS to review utility and space requirements of the proposed equipment. Within 120 calendar days after date of contract, contractor shall provide Anniston Army Depot all information necessary for installation of the machine. This installation manual shall include, but not be limited to, the following:

- a. Floor plan drawing of the machine and major machine components showing floor space required.
- b. Space required around the machine after installation for Maintenance purposes.
- c. Foundation/Mounting requirements.
- d. Maximum overall length, width, and height dimensions.
- e. Approximate location of utility connections on the machine.
- f. All utility requirements including electrical, air, water, steam, drains, etc. Include amps, GPM, etc.
- g. Minimum doorway opening required to bring equipment into the building.
- h. Industrial waste disposal requirements, if any.
- i. Ventilation requirements, if any.
- j. Approximate weight of the equipment.
- k. Drainage and waste: Unless otherwise specified in the contract solicitation, the contractor shall place drain lines and tie into existing sanitary, storm, or industrial waste lines as required.

6.1.1.7 Utilities: The nominal capacities of the utilities (wire sizes, pipe sizes, etc.) are as follows:

Air	90 PSI
Water	75 PSI
Steam	100 PSI

6.1.1.8 Shipping, handling, and storage. The contractor shall be responsible for all shipping, storage, and handling of the equipment and all materials. All material shall be shipped directly to the installation sites at Anniston Army Depot (ANAD), 7 Frankford Ave., Anniston, AL 36201-4199, Bldg.145.

6.1.1.9 Material storage. The installation work and storage of materials and apparatus will be confined within reasonable limits as specified by the ANAD contracting officer. The premises shall be kept neat and clean, satisfactory to the ANAD contracting officer

6.1.2 Training. The contractor shall provide a training program for each activity to acquaint personnel with the machines and controls Training is to be held at ANAD and shall be accomplished during normal depot working hours. The bidder shall include in his offer arrangements for training of eight ANAD personnel. Two each in electronic and electrical maintenance, mechanical maintenance, and machine operation.

6.1.2.1 Electrical and electronic maintenance training. For the electrical and electronic functions of the machine and control, two (2) electrical maintenance technicians for a minimum of three (3) consecutive 8-hour workdays for each person, shall be trained at ANAD. The training shall include as a minimum the following:

- a. A review of electrical and electronic systems, including wiring diagrams and drawings.
- b. Troubleshooting procedures for the machine and controls.
- c. Electrical and electronic equipment servicing and care.
- d. The use of diagnostics to locate the cause of malfunctions.
- e. Procedures for adjustments (location of components, adjustments to be made, values to be measured, equipment required for making adjustments).
- f. Circuit board repair procedures where applicable (schematics provided).
- g. Recommended motor, switch, relay, solenoid, ect. Maintenance servicing and repair.
- h. The use of diagnostic programs, including the use of on-line and off-line procedures.

6.1.2.2 Mechanical maintenance training. For the mechanical functions of the machine, two (2) mechanical maintenance technicians for a minimum of three (3) consecutive 8-hour workdays for each person shall be trained at ANAD. The training shall include as a minimum the following:

- a. A review of mechanical diagrams and drawings.
- b. Component location and function control.
- c. Troubleshooting procedures and techniques.
- d. Assembly/disassembly procedures.
- e. Preventive maintenance procedures.
- f. Lubrication points, type and recommended procedures and frequency, where applicable.

6.1.2.3 Machine operator training. For the machine operator training, two (2) machine tool operators and two (2) programmers shall be trained for a minimum of three (3) consecutive 8-hour workdays in operation of the machine and its controls. Training shall take place at ANAD immediately following machine installation.

6.1.3 Repair services. The contractor shall have a verifiable service and repair capability which meets or exceeds the following:

- a. Staffed by qualified English speaking personnel fully knowledgeable in service/repair of the machine.
- b. Telephone access to service/repair personnel for consultation during ANAD normal working hours.
- c. Physical presence at ANAD is required within 48 hours, if applicable, of notification that the machine requires service or repair, or remedial maintenance that is outside the scope of contractor trained ANAD maintenance personnel.

d. Maintenance parts necessary for periodic replacement such as electronic components, bearings, gears, hydraulics, and other parts normally considered by the manufacturer as spare parts subject to wear or deterioration shall be stocked and available for shipment.

6.1.4 Caution - warning plates. Corrosion resistant "Caution" or "Warning" plates shall be securely attached to the equipment, visible to maintenance personnel and permanently marked.

6.1.5 Quality conformance. Machine will be subjected to a quality conformance inspection in accordance with criteria outlined in paragraph 4.5.

6.1.6 Technical data: Three printed copies and one CD-ROM copy of the following technical data shall be provided: operator's manuals, maintenance manuals, calibration specifications/procedures, catalogs, and spare parts lists. Maintenance manuals shall include electrical, hydraulic, and pneumatic schematics, as applicable, parts lists, trouble-shooting procedures, preventive Maintenance requirements, lubrication schedule, etc. Catalogs shall fully describe all optional tooling, fixtures, and attachments available for the equipment being furnished.

6.1.7 Additional. Any other technical data normally furnished with the equipment shall be provided. All technical data shall be furnished in the English language.

6.1.8 Justification for descriptive literature. The using department has requested that special features be added to machines which are considered state-of-the-art.

6.2 Intended use. The CNC machine covered by this specification is intended for use in any production shop where drilling, boring, tapping, reaming, and milling operations by numerical control of the machine are required. The machine may be used to produce prototype parts from a preprogrammed process or to produce production items repetitively from a proven process, to accuracies within the capabilities of the machine. The machine will be used to perform machining operations on components of the M1, M109, M60 ALVB, M88, and M113 family of combat vehicles.

6.3 Definitions. Inch-pound units are a system of measures based on the yard and pound commonly used in the United States of America and defined by the National Institute of Standards and Technology. Inch-pound units having the same names in other countries may differ in magnitude.

6.3.1 Metric units. Metric units are a system of basic measures defined by the International System of Units based on "Le System International D'Units (SI)," of the International Bureau of Weights and Measures. These units are described in ASTM E 380.

6.4 Measurement system. In this specification, all measurements, dimensions, sizes, and capacities are given in inch-pound units. These measurements may be converted to metric units through the use of the conversion factors and methods specified in FED-STD-376.

6.5 Hazardous materials minimization. The manufacturer should minimize the uses, generation, or emission of materials known hazardous to the environment during the manufacturing processes employed at his facilities. During the production of an end item, the manufacturer should comply with all applicable Federal, state, and local statutes in effect at the point of production which regulate the use of hazardous materials. Where practical, alternative materials or processes should be employed in lieu of known hazardous material or processes to minimize the threat to the environment.

TABLE I PERFORMANCE ACCURACY**Drilling**

Hole depth	+/- .001 inch
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Tapping

Threaded holes shall be class III fit in accordance with FED-STD-H28

Boring & Counterboring

Hole location based on centerline distance of bored holes ,2 holes, 18 inches apart	+/- .002 inch
Hole size at max. Speed, hole to hole	+/- .002 inch
Depth of counterbore	+/- .001 inch

Milling (straight-line)

Squareness of sides	.002 inch/foot
Parallelism of opposing sides	.002 inch/foot
Flatness	+/- .002 inch/3 feet
Angularity of ramp cuts	+/- .002 inch/foot
Corner location, deviation from programmed points	+/- .002 inch
Surface finish, maximum roughness	64 RMS

Contouring (circle)**Roundness**

Diameter measured at 30 degree intervals	+/- .002 inch
Surface finish, maximum roughness	64 RMS
Angularity, difference between programmed and actual points of tangency of circles to straight surfaces	.002 inch

Contouring (straight-line)

Squareness of sides	.002 inch/foot
Angularity of sides	.002 inch/foot

TABLE II ALIGNMENT ACCURACY
Component characteristic

Worktable

Flatness of work mounting surface	.001 inch/foot
Squareness of work mounting surface to spindle axis, in any 6 inch sweep radius	.002 inch/foot
Motion in the X axis, rise and fall with respect to the spindle	.001 inch/foot
Motion in the Y axis, rise and fall with respect to the spindle	.001 inch/foot
Parallelism of T-slots with X axis movement	.0005 inch/foot
Squareness of T-slots with Y axis movement	.0005 inch/foot

Spindle

Radial runout:	
1 inch from spindle nose	.0003 inch TIR
6 inches from spindle nose	.001 inch TIR
Squareness of spindle movement to the work mounting surface of the worktable per 6 inches of travel	.0005 inch

Numeric control system

X and Y axes positioning and repeatability accuracy	
absolute positioning	+/- .0003 inch/foot
position repeatability	+/- .0001 inches
Z axis positioning and repeatability accuracy	
absolute positioning	+/- .0003 inch/foot
position repeatability	+/- .0001 inches

INSTALLATION RESPONSIBILITIES

Government Contractor

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Provide machine foundation. Existing 8" thick reinforced shop floor. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Furnish labor and material handling equipment for off-loading and placing item on foundation. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Provide and install anchor bolts and nuts. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Set and rough level the machine on its foundation. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Level and align machine. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Connect machine to the utilities hook-up(s). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Provide all necessary materials, tools, gages and instrumentation necessary to perform the required tests. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Provide and charge all systems with fluids, in accordance with manufacturer's instructions. |

GOVERNMENT RESPONSIBILITIES (when checked)

- ☐ Provide unobstructed utilities hook-up within 20 feet of machine.
- ☐ Assign one maintenance mechanic (mechanical/hydraulic) and one maintenance mechanic (electrical/electronic) to provide information and limited additional materials for the contractor's representative during installation, verification, and initial start up of the machine.
- ☒ No work shall be performed by customer personnel when the contractor's representative is not in the immediate work area during installation and initial start-up of the machine.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CNC MACHINE FFP CNC MACHINING CENTERS, 3 AXIS, WITH AUTOMATIC TOOL CHANGER, TOOLING, AND FEATURES AS DESCRIBED ON THE SOW, TO INCLUDE INSTALLATION AND TRAINING. FOB: Destination NSN: 19519VMC30 MILSTRIP: W31G1Y71181001 PURCHASE REQUEST NUMBER: W31G1Y71181001 SIGNAL CODE: a	2	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	COMMERCIAL OFF-THE-SHELF MANUALS FFP THREE (3) COPIES OF THE MANUFACTURER'S COMMERCIAL OFF-THE- SHELF MANUALS AND ONE (1) CD-ROM COPY SHALL BE SUBMITTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN PARAGRAPH 6.1.6. DD FORM 1423 DATA ITEM NUMBER 2. NOT SEPARATELY PRICED. FOB: Destination	4	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TEST & EVALUATION REPORT FFP A TEST AND EVALUATION REPORT SHALL BE SUBMITTED FOR THIS MACHINE IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN PARAGRAPH 4.8.1. DD FORM 1423 DATA ITEM NUMBER 1. NOT SEPARATELY PRICED. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	INSTALLATION INSTRUCTIONS FFP INSTALLATION INSTRUCTIONS SHALL BE SUBMITTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN PARAGRAPH 6.1.1.6. DD FORM DATA ITEM NUMBER 3. NOT SEPARATELY PRICED. FOB: Destination	1	Each		

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-4	Recovered Material Certification	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

252.209-7004 Subcontracting With Firms That Are Owned or Controlled By
The Government of a Terrorist Country

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4055 NOTICE OF CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4204 COVERAGE OF OPEN DELIVERY TRUCKS

All open delivery trucks or other delivery vehicles shall be covered with a tarp or other means to preclude paper or other materials from blowing out along the roadways.

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4402 MISUSE OF GOVERNMENT SYSTEMS

(This requirement applies to misuse of telephone systems, e-mail, and other information technology systems including the Internet for the visiting, viewing, transmitting, printing or mailing of sexually explicit materials or other misuse.)

(a) Any individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity that enters into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors), if applicable, are strictly prohibited from misusing Government equipment, telephone systems, e-mail and other systems including the Internet for visiting, viewing, transmitting, printing or mailing sexually explicit materials via the Internet web sites. Such use includes, but is not limited to, the use of the aforementioned communications systems to:

- (1) Create, download, store, copy, transmit, or broadcast chain letters;
 - (2) Create, download, store, copy, transmit, or broadcast sexually explicit materials;
 - (3) "Spam," that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited e-mail;
 - (4) Send a "letter-bomb," that is, to re-send the same e-mail message repeatedly to one or more recipients to interfere with the recipient's use of e-mail;
 - (5) Broadcast unsubstantiated virus warnings from sources other than systems administrators; or
 - (6) Broadcast e-mail messages to large groups of e-mail users (entire organizations) instead of targeting smaller populations.
- (b) Guidance for telephone calls while at a temporary duty location is reflected in the Joint Travel Regulations (JTR).
- (c) Abuse of DoD and Army telecommunications systems, to include telephone, e-mail systems, or the Internet, will be immediately brought to the attention of the perpetrating individual's (firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity) management and may result in their immediate dismissal (long or short term) from the Anniston Army Depot's facilities and/or some other disciplinary action or contract remedy.
- (d) When deemed appropriate the responsible individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity entering into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors) will fully reimburse/compensate the Anniston Army Depot for the time lost during the employee's illegal activities, for the use of the computer and telephone lines during the identified periods of misuse, and for such other consequential damages as may be appropriate.

(e) The use of the Anniston Army Depot's telephone systems, e-mail and other systems (including the Internet) are limited to the conduct of official business or other authorized uses. Official business calls and e-mail messages are defined as those that are necessary in the interest of the Government (for example, calls and e-mail messages directly related to the conduct of DoD business or having an indirect impact on this depot's ability to conduct its business).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4404 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Security Management Office, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement (DLE) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers required), DLE, and Security Management Office when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract.

Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLE, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for

CERTIFICATE OF NON-DISCLOSURE

I, _____, an employee, authorized representative, and agent of _____, a contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT/AGENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER/PRINCIPAL: _____

(End of clause) Updated August 2005

CLAUSES INCORPORATED BY FULL TEXT

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and

subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4415 NOTICE OF FEDERAL CHILD LABOR LAWS--FAIR LABOR STANDARDS ACT OF 1938

Persons under the age of 18 years are prohibited from working on Anniston Army Depot in hazardous areas such as the Ammunition Limited Area and in the hazardous occupations designated by the Department of Labor in Part 570 of Volume 29 of the Code of Federal Regulations (29 CFR 570).

CLAUSES INCORPORATED BY FULL TEXT

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

CLAUSES INCORPORATED BY FULL TEXT

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). The maximum file size for this FAX number is 4K. Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our **"2222"** extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to anadacqnet@conus.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our **"Vendor Response Module."** This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.anadprocnet.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

(End of provision) June 2007

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.
2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.
3. For each contract, provide:
 - a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.
 - b. Name of contracting activity/commercial firm.
 - c. Contract Number.
 - d. Contract type (fixed price or cost reimbursable).
 - e. Total contract value.
 - f. Description of work/NSN, Part Number, Nomenclature.
 - g. Contracting officer/contract manager, telephone number, and email address.
 - h. Administrative contracting officer, if different from g. above, telephone number, and email address.
 - i. A brief summary of work performed under each contract cited.
 - j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.
 - k. Information on problems encountered on the contract and actions taken to correct problems identified.
4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed (supplies or services) by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor. A significant or major subcontractor is that subcontractor expected to provide over 20 percent of the work effort or critical hardware, software, or services.

5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.
6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.
 - a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.
 - b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.
7. The government reserves the right to consider information from other sources in its evaluation.
8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated June 2007

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.0000-4806 EVALUATION CRITERIA--SOLE SOURCE

Award will be made to the designated sole-source offeror upon determination of the following:

- a. Offeror is a responsible contractor as required by FAR Subpart 9.1.
- b. Offer conforms to all requirements of the solicitation, including all aspects of the Statement of Work or Specifications. Technical will be evaluated on a Met/Not Met Basis.
- c. Offeror has demonstrated acceptable Past Performance, if required by the solicitation.
- d. Acceptance of the offer will be most advantageous to the Government, considering price and price related factors.

(End of provision) October 2003

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$124.31 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT
CLIN0001	2 EACH	120 CALENDAR DAYS
CLIN0002	4 EACH	120 CALENDAR DAYS
CLIN0003	1 EACH	120 CALENDAR DAYS
CLIN0004	1 EACH	120 CALENDAR DAYS

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT
CLIN0001	2 EACH	_____ CALENDAR DAYS
CLIN0002	4 EACH	_____ CALENDAR DAYS
CLIN0003	1 EACH	_____ CALENDAR DAYS
CLIN0004	1 EACH	_____ CALENDAR DAYS

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or

notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement (DLE) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Installation Security Management Office upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. **NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT.** The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLE will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes ☐, No ☒ work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLE. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLE and by disabling the vehicle (by removing the battery or some other method approved by DLE).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes ☐, No ☒ work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLE at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLE two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Restricted Area (Includes ALA and CLA): **The following rules apply to contractor vehicles in the Restricted Area.**

(1) Contractors shall only enter into the restricted areas of Anniston Army Depot for the purpose of completing the official business as stipulated in the contract.

(2) Contract vehicles entering into the restricted area shall be on official contract business verified by the Contractor; shall be construction type vehicles; shall be properly registered on Anniston Army Depot; shall have a placard with the name of the contractor affixed, and the contractor shall assume liability for all vehicles used within the restricted area in support of the contract. (See paragraph (d)(4) below for definition of an acceptable document to the liability requirement.)

(3) Contractor Employees' Privately-Owned Vehicles not included in (d)(2) above shall not be authorized in the restricted area.

(4) The documentation to satisfy the liability language in paragraph (d)(2) would be:

a. A vehicle (i) registered (titled) in the name of the contractor or (ii) a lease, signed by the lessee/contractor and the lessor/owner. The person signing for the contractor must be a person acting with authority for the contractor.

b. In the case of a vehicle owned (titled) by the contractor, evidence of insurance combined with the terms of the contract will ensure a method of covering liability.

c. In the case of a vehicle leased by the contractor, evidence of insurance in the owner/lessor's name and the contractor must sign a statement substantially as follows: "In consideration for allowing entry and use of the described vehicle within the Restricted Area, the undersigned hereby assumes liability for all damage or injury caused by the operation of this vehicle."

(e) Hours of Work:

WORK HOURS	RECEIVING HOURS	DAY(S) OF WEEK
7:00 AM - 4:30 PM	7:00 AM - 2:00 PM	Monday - Thursday
7:00 AM - 3:30 PM	7:00 AM - 2:00 PM	Every other Friday
CLOSED	7:00 AM - 2:00 PM	Every other Friday
CLOSED	CLOSED	Saturdays, Sundays, and Federal Holidays

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

4 th of July Holiday	Safety Stand-Down Day*
Christmas Holiday	Employee Appreciation Day*

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production, shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(f) Traffic: The Contractor will be required to conform to Depot regulations concerning:

(1) Designated routes

(2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(g) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(h) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(i) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(j) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(k) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(l) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(m) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building 1, for review by Contractors.

(n) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(o) Air Emissions: The contractor is responsible for early coordination with the Directorate of Risk Management on any action that might result in air emissions (dust, volatile substances, etc). ANAD's Title V Air Permit requires the installation to obtain construction permits for new or modified air sources. The Alabama Department of Environmental Management (ADEM) must issue a construction permit before ANAD purchases and installs any equipment which will produce air emissions. Installation and/or start-up of this equipment without the proper permit and coordination with ADEM is a violation of State and federal environmental law. The violation could result in a possible civil penalty or fine of \$32,500 per day per violation from the Federal Environmental Protection Agency. Contractors considering a new process or device, or a modification to an existing unit, must first coordinate with the Environmental Compliance Division, Directorate of Risk Management.

(p) Exercise Events: Contractors working on the installation are expected to participate in LEAN thinking, Value Stream Analysis, Rapid Improvement Events, and Six Sigma activities that may last from one to seven weeks in duration. These efforts, as defined below, are an integral part of the process improvements of ANAD on our journey toward building a LEAN manufacturing facility. The COR will provide detailed instructions when your involvement is required.

LEAN thinking is a coordinated response to today's highly competitive environment. LEAN production is aimed at the elimination of waste in every area of production including customer relations, product design, supplier networks and factory management. Its goal is to incorporate less human effort, less inventory, less time to develop products, and less space to become highly responsive to customer demand while producing top quality products in the most efficient and economical manner possible.

A Value Stream Analysis (VSA) is an event that documents the current process, the planned future process and an action plan to get to the planned future process. The VSA normally last three to four days and includes representatives from all aspects of the process.

A Rapid Improvement Event is a seven-week process that focuses on events where teams of people from a broad range of parts of the business gather to streamline a process. The first three weeks are used to select an area and topic, create the team, and plan for the event. The fourth week is the actual event where waste is identified, removed, and changes to processes made. The last three weeks are to ensure changes are continuing to be used and process is working correctly.

Six Sigma is the leading quality improvement program for a rigorous and disciplined methodology that uses data and statistical analysis to measure and improve a company's operational performance by identifying and eliminating "defects" in manufacturing and service-related processes. Six Sigma differs from traditional quality improvement programs in its focus on input variables. While traditional process improvement methods depend upon measuring outputs and establishing control plans to shield customers from organizational defects, a Six Sigma program demands that problems be addressed at the input root cause level, thereby eliminating the need for unnecessary inspection and rework processes.

(q) ANAD Network: For access to the ANAD network, send a letter stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication.

(End of clause) February 2007

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior

to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1

INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.
2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
3. Review required delivery schedules in clauses entitled "Time of Delivery" and consider giving expedited delivery schedule.
4. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. <http://orca.bpn.gov>.
5. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
6. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
7. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.
8. Provide technical literature as described in clause entitled "Technical Literature." As part of the package please submit the following:

- (a) The vendor shall state at time of quotation either "EXCEPTION" or "NO EXCEPTION" to each and every paragraph of the SPECIFICATIONS AND SCOPE OF WORK. Where exception is taken, the degree of noncompliance shall be fully explained. The bid shall clearly indicate any exceptions to, or alternatives to, every part of this specification. Bids shall be arranged similar to this specification and shall reference paragraph numbers for ease of analysis and discussion, if the Government determines discussion to be necessary.

- (b) Proposals shall include catalogue pictures, drawings, literature, specifications, installation data and additional information, as applicable, to completely describe the system and its controls, instrumentation, performance, installation, warranty details and training procedures proposed to meet the requirements of this specification.
 - (c) The proposal shall state detailed space requirements for equipment.
 - (d) If this specification leaves out any requirements or component parts that would cause the total system to not function properly, manufacturer shall provide such items. If special tools or tooling are required to operate the system, manufacturer shall provide such tools or tooling.
 - (e) As part of the bid package, manufacturer shall provide a description of all utilities (air, electric, etc.) required for the proper operation of the system. This list shall describe the total system requirements as well as break out of the requirements of the significant components.
 - (f) As part of the bid package, manufacturer / supplier shall provide a description of all utilities (air, electric, etc.) required during the installation of the system.
9. Furnish copy of Warranty with quotation.

10. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

ADDENDUM TO 52.212-1c is changed as follows:

Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade

Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services

not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's

CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

ADDENDUM TO

52.212-4(o) is changed as follows:

Delete: "The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract."

Add: The Contractor shall offer the Government at least the same warranty terms, including extended warranties, offered to the general public in customary commercial practice. The warranty, as a minimum, shall include all parts, labor, freight associated with coverage, travel expense, per diem, lodging, and all other cost associated with repair of equipment. The contractor shall be responsible for a one year warranty for all repair of equipment, materials, and services delivered in accordance with this contract. Should any breakdown occur or should any repair be required, the Contractor shall have a field service representative at the machine site ready to make any repairs within 48 hours after notification of a problem. The warranty shall cover all expenses incurred by the contractor as a result of the representative's visit. All defective parts or parts requiring repair shall be replaced at no additional cost to the government for the duration of the one year warranty period.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Removed].

- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- _X_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- _X_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _X_ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- _X_ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _X_ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- _X_ (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

 X (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

 (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

 (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

 (ii) Alternate I (JAN 2004) of 52.225-3.

 (iii) Alternate II (JAN 2004) of 52.225-3.

 (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

 (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

 (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

 X (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

 X (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

 (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.214-4803 TECHNICAL LITERATURE (OCT 1993)

(a) With offer, the offeror shall furnish technical literature that has been used to market the proposed equipment. The technical literature will be used to technically evaluate the offers and shall show that the proposed equipment meets the requirements of the specification, specifically the technical features shown below:

1. Layout drawing showing machine footprint and all auxiliary equipment..
2. Performance Accuracy as described in Table I
3. Components as described in 3.3.
4. Electrical requirements as described in 6.1.1.1.
5. Excavation perimeter protection to be used, if excavation is required.
6. Classification in paragraph 1.2.
7. CNC in paragraph 3.3.17

8. Alignment and tolerances

(b) The features required above to be shown in the technical literature are necessary to determine the offeror's technical acceptance. If the offeror's preprinted literature does not show all these features, the offeror may attach a letter or supplemental information to the literature describing those required features. All literature and supplemental information shall be in US Customary System of Measurements and in the English language.

(c) The failure of technical literature to show that the product offered conforms to the requirements of this solicitation may require rejection of the offer.

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	\$100,000.00
General Liability, Bodily Injury Liability	\$500,000.00 per occurrence
Property Damage Liability	\$500,000.00 per occurrence for property damage
Automobile Liability	\$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.232-4305 PAYMENT AND SUBMISSION OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor at the end of each month or as soon thereafter as practical upon submission of Contractor's invoice. Submit the invoice to Anniston Army Depot using email to the contract specialist or fax your invoice to our fax modem at telephone number 256 240-3077 extension 2222. Contact the contract specialist for their email address. To send by fax, dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension.

(End of clause) Updated May 2005

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199
52.233-2 SERVICE OF PROTEST (SEP 2006)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.237-4710 SITE INSPECTION ARRANGEMENTS

Offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit is planned. Details are listed below. Individual requests for site visits on dates other than that specified below will not be granted.

Organized Site Visit Scheduled For: Date 31 July 2007 Time 10:00AM

Offeror/quoters planning to attend the Site Visit must submit on company letterhead the following information for each person attending the site visit:

Company Name:
Name of Visitor:
Date of Birth:
Social Security Number:

Citizenship:
 Date of Visit:
 Person to be Visited:
 Purpose of Visit:

Each visitor must present photo identification as described in Local Clause 52.0211-4401(a)(2) entitled "Local Rules and Regulations."

Send the above information to the attention of Heather Robinson either by fax to 256 235-6353 or by email to heather.p.robinson@us.army.mil.

Point of contact for the Site Visit is Heather Robinson at 256 235-7530 or Valerie Jones at 256 235-7748.

Participants will meet at Building 221, Directorate of Contracting, Anniston Army Depot, Anniston, AL. Contact Heather Robinson by 27 July 2007 not later than noon if you plan to attend this site visit.

(End of provision) Revised June 2003

52.246-4001 PACKAGING (OCT 1993)

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's "off-the-shelf" or "over-the-counter" packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the "Ship To" portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

52.246-4002 MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.
- b. Noun.
- c. Quantity, unit, and unit of issue.

d. Contract, Purchase Order, or Delivery Order number.

e. X This is a Property Book Item.

If e. above is checked, add to marking on packing list. Receiving: Notify Property Book Office at Ext. 6270.

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid__types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	
item No.	Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☒ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ☐ Alternate I (OCT 2006) of 252.225-7036.

(13) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ☐ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ☒ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ☒ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).

(18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) Alternate I (MAR 2000) of 252.247-7023.

(iii) Alternate II (MAR 2000) of 252.247-7023.

(iv) Alternate III (MAY 2002) of 252.247-7023.

(21) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the

contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

EVIDENCE OF AUTHORITY

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, _____, Secretary of _____
 _____, a corporation created and organized under the law of the State of _____,
 do hereby certify that _____ is an official/agent
 of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation,
 subject to the following limitations: _____.

(if none, so state)

Witness my hand and the corporate seal of said corporation this _____ day of _____, 20____.

(CORPORATE SEAL)

Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____
_____, a partnership/unincorporated firm doing business
at _____,
do hereby certify that _____ is a _____
of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/
unincorporated firm.

Witness our signatures, this _____ day of _____, 20____.

Members of Partnership/Unincorporated Firm:

CONTRACTOR REQUEST FOR WAIVER

Contractor Request for Waiver For Non-EPA Comprehensive Guideline Items¹

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guidelines item(s)¹ not procured, check the appropriate justification(s), provide a written explanation and sign and date the form.
2. Obtain Contracting Officer for waiver concurrence.
3. Submit the original approved form to the Directorate of Contract and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below (refer to EPA Guideline Items¹ list):

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items¹ were not obtained because items:

_____ Do not meet all reasonable performance specifications.

_____ Are not available within a reasonable period of time.

_____ Use of minimum content standards would result in inadequate competition.

_____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items¹ (continue on back if necessary):

Contractor Signature

Date

6. CONCURRENCE _____ DATE _____
Contracting Officer

7. DATE SUBMITTED TO THE POLLUTION PREVENTION MANAGER _____

¹ – Also referred to as recovered material content items

EPA GUIDELINE ITEMS**EPA Guideline Items (Recovered Materials Content) List**

Paper and Paper Products	Transportation Products
• Printing and writing paper	• Channelizers

<ul style="list-style-type: none"> • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers 	<ul style="list-style-type: none"> • Delineators¹ • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products <ul style="list-style-type: none"> • Engine coolants • Re-refined lubricating oils • Retread tires 	Landscaping Products <ul style="list-style-type: none"> • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber)
Construction Products <ul style="list-style-type: none"> • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces 	Non-Paper Office Products <ul style="list-style-type: none"> • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products <ul style="list-style-type: none"> • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap 	Park and Recreation Products <ul style="list-style-type: none"> • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels - www.epa.gov/cpg.

CONT AFFIRM PROCUREMENT REPORT

**CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR
ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS
FOR EPA DESIGNATED ITEMS
(PER EXECUTIVE ORDER 13101)**

CONTRACTOR: _____

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/ delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	See www.epa.gov/cpg			
High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	15%			
Plastic Restroom Divider/Partition	20-100%			
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100%EAF2			
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			
Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground- Granulated Blast Furnace Slag	25-70%			
Playground Surfaces, including rubber or plastic	90-100%			
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier	90-100%			
Running Tracks. Including rubber or plastic	90-100%			
Plastic Park benches and Picnic Tables	100%			
Plastic composite Park benches and Picnic Tables	100%			
Aluminum Park benches and Picnic Tables	25%			
Concrete Park benches and Picnic Tables	15-40%			
Steel Park benches and Picnic Tables	25-30% BOF/100%EAF			
Plastics Playground Equipment	100%			
Plastic Composites Playground Equipment	95-100%			
Steel Playground Equipment	25-30% BOF/100% EAF			
Aluminum Playground Equipment	25%			
Garden hose, rubber or plastic	60-65% post consumer materials			

RECYCLED OR RECOVERED PRODUCT		TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Soaker hose, rubber or plastic		60-70% post consumer materials			
Lawn/garden edging, plastic or rubber		30-100%			
Paper-based hydraulic mulch		100%			
Wood-based hydraulic mulch		100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste		100%			
HDPE lumber timbers and posts		75-100%			
Mixed plastics/Sawdust lumber timbers and posts		100%			
HDPE/Fiberglass lumber timbers and posts		95%			
Other mixed resins lumber timers and posts		95-100%			
Latex Paint; white, off-white or pastel colors		20%			
Latex Paint; gray, brown, earth-tones, other dark colors		50-99%			
Consolidated Latex Paint (when color and performance doesn't matter)		100%			
Plastic Non-road Signs		80-100%			
Aluminum Signs		25%			
Plastic Sign Posts and Supports		80-100%			
Steel Sign Posts and Supports		25-30% BOF/100%EAF			
Awards and Plaques	Glass	75-100			
	Wood	100%			
	Paper	40-100			
	Plastic and Plastic/Wood Composite	50-100			

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

CONTRACTOR

DATE

CONTRACT DATA REQUIREMENTS LIST										Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.														
A. CONTRACT LINE ITEM NO.			B. EXHIBIT			C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>								
D. SYSTEM/ITEM CNC Vertical Machining				E. CONTRACT/PR NO.				F. CONTRACTOR						
1. DATA ITEM NO. 1		2. TITLE OF DATA ITEM Test and Evaluation Report						3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Paragraph 4.8.1				6. REQUIRING OFFICE						
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION						
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repro	
16. REMARKS Block 12 - A Test and Evaluation report shall be submitted for machine after tests described in paragraphs 4.8.2 - 4.8.4 are completed.														
											1			
								15. TOTAL →			1			
1. DATA ITEM NO. 2		2. TITLE OF DATA ITEM Technical Data						3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Paragraph 6.1.6				6. REQUIRING OFFICE						
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION						
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repro	
16. REMARKS Block 12 - Three copies of the manufacturer's commercial off-the-shelf manuals and one CD-ROM copy, as described in paragraph 6.1.6, shall be furnished for each machine concurrent with machine delivery.														
											4			
								15. TOTAL →			4			
1. DATA ITEM NO. 3		2. TITLE OF DATA ITEM Installation Instructions						3. SUBTITLE						
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Paragraph 6.1.1.6				6. REQUIRING OFFICE						
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION						
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE			b. COPIES			
											Draft		Final	
											Reg		Repro	
16. REMARKS Block 12 - Installation instructions as described in paragraph 6.1.1.6 shall be furnished within 120 calendar days after contract award.														
											1			

		15. TOTAL →			1	
G. PREPARED BY David Parker	H. DATE 16 April 2007	I. APPROVED BY Fred Burns		J. DATE 16 April 2007		

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704 0188), Washington, DC 20503.				
1. TITLE Test and Evaluation Report			2. IDENTIFICATION NUMBER N/A	
3. DESCRIPTION / PURPOSE 3.1 A test and evaluation report is a composite description of specified inspection requirements and the collected data from these inspections. It shall also include recommendations, conclusions, and discrepancies found during testing.				
4. APPROVAL DATE (YYMMDD) 76/03/01	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) HQMC (LMO)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP 7.1 This data item is applied when when acceptance testing is required.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS 10.1 The Test and Evaluation Report shall include all specified test data requirements and the results of each test performed, including discrepancies, recommendations and conclusions.				
11. DISTRIBUTION STATEMENT				

<div>DATA ITEM DESCRIPTION</div>			<div>Form Approved</div> <div>OMB No. 0704-0188</div>	
<div>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704 0188), Washington, DC 20503.</div>				
<div>1. TITLE</div> <div>Commercial Off-the-Shelf Manual</div>			<div>2. IDENTIFICATION NUMBER</div> <div>DI-M-7024</div>	
<div>3. DESCRIPTION / PURPOSE</div> <div>3.1 A commercial off-the-shelf manual contains technical information on the assembly, installation, operation, servicing, disassembly, and overhaul of commercial equipment. This type of manual is published and stocked by the manufacturer under his normal operating procedures and is made available, without direct charge, to purchasers of his product.</div>				
<div>4. APPROVAL DATE</div> <div>(YYMMDD)</div> <div>76/03/01</div>	<div>5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)</div> <div>HQMC (LMO)</div>		<div>6a. DTIC APPLICABLE</div>	<div>6b. GIDEP APPLICABLE</div>
<div>7. APPLICATION / INTERRELATIONSHIP</div> <div>7.1 This data item is applied when when it has been (or is to be) determined that the manufacturer's off-the-shelf manual is acceptable, as published or with minor changes, for government use.</div> <div>7.2 This data item replaces DI-M-4713B for all new applications.</div>				
<div>8. APPROVAL LIMITATION</div>		<div>9a. APPLICABLE FORMS</div>		<div>9b. AMSC NUMBER</div>
<div>10. PREPARATION INSTRUCTIONS</div> <div>10.1 Three copies of the manufacturer's commercial off-the-shelf manuals and one CD-ROM copy shall be submitted to the government, in accordance with the applicable DD Form 1423, for a technical evaluation and determination of its acceptability/nonacceptability for logistical support. If acceptable, deliveries shall be indicated on the applicable DD Form 1423. If not acceptable, a requirement for a Government manual that conforms with Government specifications will be issued by the procuring activity.</div>				
<div>11. DISTRIBUTION STATEMENT</div>				

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704 0188), Washington, DC 20503.				
1. TITLE Installation Instructions			2. IDENTIFICATION NUMBER DI-M-7024	
3. DESCRIPTION / PURPOSE 3.1 Installation instructions contain technical information on the assembly and installation of commercial equipment. This type of information is readily available from the manufacturer and is made available, without direct charge, to purchasers of his product.				
4. APPROVAL DATE (YYMMDD) 76/03/01	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) HQMC (LMO)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP 7.1 This data item is applied when site preparation may be required.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS 10.1 One copy of installation instructions shall be submitted to the government, in accordance with the applicable DD Form 1423, for a technical evaluation and determination of site requirements. The installation instructions shall include all information necessary to install the equipment as specified in paragraph 6.1.1.6.				
11. DISTRIBUTION STATEMENT				

